

**EUROPEAN COMMISSION**  
EuropeAid Co-operation Office

Europe, Caucasus, Central Asia  
Financing, Contracts and Audits

## Annex III.: Budget for the Action

**Annex III. Budget for the Action<sup>1</sup>**

Expenses	All Years				Year 1 <sup>2</sup>			
	Unit	# of units	Unit rate (in EUR)	Costs (in EUR) <sup>3</sup>	Unit	# of units	Unit rate (in EUR)	Costs (in EUR)
<b>1. Human Resources</b>								
1.1 Salaries (gross amounts, local staff) <sup>4</sup>								
1.1.1 n° 15 social-educational mentors	Per month				Per month			
1.1.2 n° 2 Scientific Committee members	Per month				Per month			
1.1.3 n° 2 psychologists	Per month				Per month			
1.1.4 n° 1 interpreter/translator	Per month				Per month			
1.1.5 n° 1 executive secretary (Step by Step staff)	Per month				Per month			
1.1.6 n° 1 lawyer (Step by Step staff)	Per month				Per month			
1.1.7 n°1 multimedia expert (Step by Step staff)	Per month				Per month			
1.1.8 social trainers (partly Step by Step staff)	Per hour				Per hour			
1.2 Salaries (gross amounts, expat/int. staff):								
1.2.1 n° 1 project officer	Per month				Per month			
1.2.2 n° 2 Scientific Committee members	Per hour				Per hour			
1.3 Per diems for missions/travel <sup>5</sup>								
1.3.1 Abroad (project staff): 2 expertes	Per diem				Per diem			
1.3.2 Local (project staff): 2 expertes	Per diem				Per diem			
1.3.3 Seminar : 30 participants	Per diem				Per diem			
<b>Subtotal Human Resources</b>								
<b>2. Travel<sup>6</sup></b>								
2.1. International travel:								
10 a/r Italy-Ukraine (AiBi staff)	Per flight				Per flight			
2 a/r for opening and closing conferences (Step by Step staff)	Per flight				Per flight			
2.2 Local transportation (over 200 km)	Per month				Per month			
<b>Subtotal Travel</b>								
<b>3. Equipment and supplies<sup>7</sup></b>								
3.1 Purchase or rent of vehicles	Per vehicle				Per vehicle			
3.2 Furniture, computer equipment	Per equipment				Per equipment			
3.3 Spare parts/equipments for machines, tools								
3.4 Other								
<b>Subtotal Equipment and supplies</b>								

2020

<b>4. Local office/Action costs<sup>8</sup></b>									
4.1 Vehicle costs	Per month					Per month			
4.2 Office rent	Per month					Per month			
Social Services Centre	Per month					Per month			
4.3 Consumables - office supplies	Per month					Per month			
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month					Per month			
<b>Subtotal Local office/project costs</b>									
<b>5. Other costs, services<sup>9</sup></b>									
<b>5.1 Publications<sup>10</sup></b>									
sheet, flyers and brochures	Forfait					Forfait			
book for children	Per copy					Per copy			
training handbook	Per copy					Per copy			
text-books	Per copy								
Conference Proceedings	Per copy								
videotapes	Per copy								
5.2 Studies, research <sup>10</sup>									
5.3 Auditing costs	Per year								
5.4 Evaluation costs:									
5.5 Translation, interpreters	Per die								
5.6 Financial services (bank guarantee costs etc.)									
5.7 Costs of conferences/seminars <sup>10</sup>	Per die								
<b>Subtotal Other costs, services</b>									
<b>6. Other</b>									
<b>Subtotal Other</b>									
<b>7. Subtotal direct costs of the Action (1-6)</b>									
8. Administrative costs (maximum 7% of 7, total direct eligible costs of the Action)					12,479				5,970
<b>9. Total eligible costs of the Action (7+8)</b>					<b>190,749</b>				<b>91,260</b>

each component must be specified.

2. This section must be completed if the Action is to be implemented over a period of more than 12 months.

3. If the Contracting Authority is not the European Commission, the budget may be established in euro or in the currency of the country of the Contracting Authority.

4. If staff are not working full time on the Action, the percentage should be indicated alongside the description of the item and reflected in the number of units (not the unit rate). meals and local travel within the place of the mission and sundry expenses.

6. Indicate the place of departure and the destination.

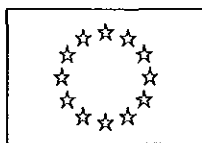
7. Costs of purchase or rental

8. These costs may cover only premises rented especially for the Action. The normal rental and service costs of participating bodies are administrative expenditure under heading 8.

9. Specify. Lump sums will not be accepted.

10. Only indicate here when fully subcontracted.

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## Annex IV.:

# Contract-award Procedures

**ANNEXE IV****Procurement by grant Beneficiaries in the context of  
European Community external actions****1. GENERAL PRINCIPLES**

If the implementation of an Action requires procurement by the Beneficiary, the contract must be awarded to the most economically advantageous tender (ie, the tender offering the best price-quality ratio), in accordance with the principles of transparency and fair competition for potential contractors and taking care to avoid any conflicts of interest.

To this end, the Beneficiary must comply with the rules set out in sections 2 to 7 below, subject to section 8.

Where the Beneficiary makes use of the services of a central buying office, the buying office must obey the same rules as the Beneficiary.

In the event of failure to comply with the rules referred to above, expenditure on the operations in question is not eligible for Community financing.

The Commission will carry out ex post checks on beneficiaries' compliance with the rules.

**2. ELIGIBILITY FOR CONTRACTS****2.1. The nationality rule**

Participation in tender procedures administered by the Beneficiary is open on equal terms to all natural and legal persons of the Member States and the States and territories of regions expressly covered and/or allowed by the Financial Regulation, the basic legislation or other instruments governing the aid programme under which the grant is being financed.

This rule also applies to the experts proposed by service providers taking part in tender procedures or service contracts financed by the grant. Tenderers must state, in the tender, the country of which they are nationals by presenting the usual proof of nationality under their national legislation.

**2.2. The rule of origin**

If the basic act or the other instruments applicable to the programme under which the grant is financed contain rules of origin for supplies acquired by the Beneficiary in the context of the grant, the tenderer must state the origin of supplies. Contractors must present a certificate of origin to the Beneficiary no later than when the first invoice is presented. The certificate of origin must be made out by the competent authorities of the country of origin of the supplies or supplier and must comply with the international agreements to which that country is a signatory or to the relevant Community legislation if it is an EU Member State.

### **2.3. Exceptions to the rules on nationality and origin**

Where an agreement on widening the market for procurement of goods or services applies, the procurement contracts must also be open to nationals of other countries under the conditions laid down in that agreement.

In addition, in duly substantiated exceptional cases, the Commission may allow nationals of countries other than those referred to in section 2.1 to tender for contracts (or supplies of goods originating in such countries) on the basis of the specific conditions laid down in the basic act or other instrument governing the programme under which the grant is financed.

### **2.4. Grounds for exclusion from participation in procurement**

Candidates or tenderers will be excluded from participation in a procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the Beneficiary can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Beneficiary or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify that they are not in one of the situations listed above.

### **2.5. Exclusion from award of contracts**

Contracts may not be awarded to candidates or tenderers which, during the procurement procedure:

- (a) are subject to a conflict of interests;
- (b) are guilty of misrepresentation in supplying the information required by the Beneficiary as a condition of participation in the contract procedure or fail to supply this information.

### **3. RULES COMMON TO ALL TENDER PROCEDURES**

The tender documents must be drafted in accordance with best international practice. If they do not have their own documents, grant beneficiaries may use the models (in particular the tender dossier) published on the Commission's web site relating to external actions.

The time-limits for receipt of tenders and requests to participate must be long enough to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.

All requests to participate and tenders declared as satisfying the requirements must be evaluated and ranked by an evaluation committee on the basis of the exclusion, selection and award criteria announced in advance. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

### **4. RULES APPLICABLE TO SERVICE CONTRACTS**

#### **4.1. Contracts of €200 000 or more**

Service contracts worth EUR 200 000 or more must be awarded by means of an international restricted tender procedure following publication of a procurement notice.

The procurement notice is to be published in all appropriate media, in particular on the Beneficiary's web site, in the international press and the national press of the country in which the Action is being carried out, or in other specialist periodicals. It must state the number of candidates which will be invited to submit tenders. This will be within a range of four to eight candidates, and must be sufficient to ensure genuine competition.

All would-be service providers fulfilling the conditions referred to in section 2 may ask to participate but only candidates satisfying the published selection criteria and invited in writing by the Beneficiary may submit a tender.

#### **4.2. Contracts under €200 000**

Service contracts worth less than EUR 200 000 must be awarded by means of a negotiated procedure without publication, in which the Beneficiary consults at least three service providers of its choice and negotiates the terms of the contract with one or more of them.

For services of a value of EUR 5 000 or less, the Beneficiary may place orders on the basis of a single tender.

### **5. RULES APPLICABLE TO SUPPLY CONTRACTS**

#### **5.1. Contracts of €150 000 or more**

Supply contracts worth EUR 150 000 or more must be awarded by means of an international open tender procedure following publication of a procurement notice.

The procurement notice is to be published in all appropriate media, in particular on the Beneficiary's web site, in the international press and the national press of the country in which the Action is being carried out, or in other specialist periodicals.

Any would-be supplier which fulfils the conditions referred to in section 2 may submit a tender.

#### **5.2. Contracts between €30 000 and €150 000**

Such contracts are awarded by means of an open tender procedure published locally: the procurement notice is published in all appropriate media but only in the country in which the Action is being carried out.

A local open tender procedure must provide other eligible suppliers with the same opportunities as local firms.

#### **5.3. Contracts under €30 000**

Supply contracts worth less than EUR 30 000 must be awarded by means of a negotiated procedure without publication, in which the Beneficiary consults at least three suppliers of its choice and negotiates the terms of the contract with one or more of them.

For supplies of a value of EUR 5 000 or less, the Beneficiary may place orders on the basis of a single tender.

### **6. RULES APPLICABLE TO WORKS CONTRACTS**

#### **6.1. Contracts of €5 000 000 or more**

Works contracts worth EUR 5 000 000 or more must be awarded by means of an international open tender procedure following publication of a procurement notice.

The procurement notice is to be published in all appropriate media, in particular on the Beneficiary's web site, in the international press and the national press of the country in which the Action is being carried out, or in other specialist periodicals.

Any contractor which fulfils the conditions referred to in section 2 may submit a tender.

#### **6.2. Contracts of between €300 000 and €5 000 000**

Such contracts are awarded by means of an open tender procedure published locally: the procurement notice is published in all appropriate media but only in the country in which the Action is being carried out.

A local open tender procedure must provide other eligible contractors with the same opportunities as local firms.



### 6.3. Contracts under €300 000

Works contracts worth less than EUR 300 000 must be awarded by means of a negotiated procedure without publication, in which the Beneficiary consults at least three contractors of its choice and negotiates the terms of the contract with one or more of them.

For works of a value of EUR 5 000 or less, the Beneficiary may place orders on the basis of a single tender.

## 7. USE OF THE NEGOTIATED PROCEDURE

The Beneficiary may use the negotiated procedure on the basis of a single tender in the following cases:

- (a) where, for reasons of extreme urgency brought about by events which the Beneficiary could not have foreseen and which can in no way be attributed to him, the time-limit for the procedures referred to in sections 3 to 6 cannot be kept. The circumstances invoked to justify extreme urgency must in no way be attributable to the Beneficiary.

Actions carried out in crisis situations identified by the Commission are considered to satisfy the test of extreme urgency. The Commission will inform the Beneficiary if a crisis situation exists and when it comes to an end.

- (b) where the services are entrusted to public-sector bodies or to non-profit institutions or associations and relate to activities of an institutional nature or designed to provide assistance to peoples in the social field;
- (c) where contracts extend activities already under way which are not included in the main contract but which, because of unforeseen circumstances, have become necessary to perform the contract, or which consist of the repetition of similar services entrusted to the contractor providing services under the initial contract;
- (d) for additional deliveries by the original supplier intended either as a partial replacement of normal supplies or installations or as the extension of existing supplies or installations, where a change of supplier would oblige the Beneficiary to acquire equipment having different technical characteristics which would result in either incompatibility or disproportionate technical difficulties in operation and maintenance;
- (e) for additional works not included in the initial contract concluded which have, through unforeseen circumstances, become necessary for carrying out the works;
- (f) where the tender procedure has been unsuccessful, that is where no qualitatively and/or financially worthwhile tender has been received. In such cases, after cancelling the tender procedure, the Beneficiary may negotiate with one or more tenderers of its choice, from among those that took part in the tender procedure, provided that the initial terms of the tender procedure are not substantially altered;
- (g) where the contract concerned follows a contest and must, under the rules applying, be awarded to the winner of the contest or to one of the winners of the contest, in which case, all winners shall be invited to participate in the negotiations;

- (h) where, for technical reasons, or for reasons connected with the protection of exclusive rights, the contract can be awarded only to a particular service provider;
- (i) where warranted by the nature or particular characteristics of the supplies, for example, where performance of the contract is exclusively reserved for the holders of patents or licences to use patents.

## **8. SPECIAL CASES ,**

### **8.1. Co-financing**

Where:

- the Action is cofinanced by several donors and
- one of the other donors, whose contribution to the total cost of the Action is greater than that of the Commission, imposes procurement rules on the Beneficiary that differ from those set out in sections 3 to 6,

the Beneficiary may apply the rules imposed by the other donor. In all cases, the general principles and rules on nationality and origin set out in sections 1 and 2 still apply.

### **8.2. Public administrations of the Member States**

Where the Beneficiary is a contracting authority and/or a contracting entity within the meaning of the Community Directives applicable to procurement procedures, it must apply the relevant provisions of those texts, in preference to the rules set out in 3 to 6.

In all cases, the general principles and rules on nationality and origin set out in 1 and 2 still apply.



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## Annex V:

Standard request for payment and financial  
identification form

## ANNEX V

**Request for payment for grant Contract  
European Community external actions***[Date of the request for payment]*

For the attention of

*[address of the Contracting Authority]**[Financial unit indicated in the Contract]*<sup>1</sup>

Reference number of the grant Contract: ...

Title of the grant Contract: ...

Name and address of the Beneficiary: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request *[a pre-financing payment/a further pre-financing payment/payment of the balance]*<sup>2</sup> under the Contract mentioned above.

The amount requested is *[as indicated in Article 4(2) of the Special Conditions of the Contract/the following: ...]*<sup>3</sup>

Please find attached the following supporting documents:

*- signed Contract (for the first pre-financing payment)**- audit report if required by Article 15.6 of the General Conditions of the Contract**- financial guarantee if required by Article 15.7 of the General Conditions of the Contract**- technical and financial interim report (for further pre-financing payments)**- final implementation report (for payment of the balance).*<sup>4</sup>

The amount certified by the audit report to be deducted from the sum total of pre-financing under the contract is the following: ...

The payment should be made to the following bank account: ...<sup>5</sup>

Yours faithfully,

*[ signature ]*

<sup>1</sup> if the Contracting Authority is a headquarters service of the European Commission. Please do not forget to send a copy of this letter to the management unit and if appropriate to the Commission delegation mentioned in Article 5(1) of the Special Conditions of the Contract.

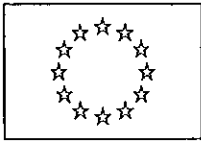
<sup>2</sup> Delete the two options which do not apply.

<sup>3</sup> Delete the option which does not apply.

<sup>4</sup> Delete the items which do not apply.

<sup>5</sup> Give the account number shown on the financial identification form annexed to the Contract.

N.B.: Intermediate and final payments are subject to the approval of the corresponding report (see Article 15(1) of the General Conditions of contract).



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## **Annex VI:**

# **Audit certificate for Grant Contract European Community external operations**

**ANNEX VI**  
**Audit certificate for Grant Contract**  
**European Community external operations**

*To be completed on the auditor's headed paper*

[Date of audit certificate]

To  
 [address of Contracting Authority]

Reference number of grant Contract: ...  
 Title of grant Contract: ...  
 Name and address of Beneficiary: ...  
 Period covered by the audit certificate: ...

Dear Sir/Madam,

We have been appointed by the Beneficiary to audit the grant Contract referred to above in order to certify the accounts for the Action in accordance with Article 15(6) of the Contract. We confirm that we belong to an internationally-recognised supervisory body for statutory auditing. We have conducted out our audit in accordance with international auditing standards and the provisions of the Contract.

We hereby certify that the operation's accounts (income and expenditure) are faithful, reliable and supported by the appropriate supporting documents and that eligible expenditure, totalling ... (indicated in the annex to the certificate), has been incurred in accordance with the provisions of the Contract.

< Attach to the audit certificate a schedule based on the Budget for the Action, setting out for each item the initial budget, any amounts certified by earlier certificates, the amounts certified under this certificate and the total amount certified at the date of the certificate. >

Payment of the following costs was requested but their amount is not certified in this certificate<sup>1</sup>:

Description	Amount < EUR >	Reason for non certification

[Name and signature]

<sup>1</sup> This paragraph will be inserted, where applicable, only in the audit certificates relating to the payment of the balance.

NB: Any new pre-financing payments and payment of the balance are subject to approval of the relevant report (see Article 15(1) of the General Conditions of the Contract).